

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

ALLSTAR MARKETING GROUP, LLC,

PLAINTIFF,

v.

THE PARTNERSHIPS AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED ON SCHEDULE A,

DEFENDANTS.

CASE No.: 1:24-cv-05989

JUDGE MANISH S. SHAH

PRELIMINARY INJUNCTION ORDER

THIS CAUSE being before the Court on Plaintiff, Allstar Marketing Group, LLC's ("AMG" or "Plaintiff") Motion for Entry of a Preliminary Injunction against the defendants identified on Schedule A (collectively, the "Defendants") and using at least the online marketplace accounts identified therein (the "Defendant Internet Stores" or "Seller Aliases"), and this Court having heard the evidence before it, hereby GRANTS Plaintiff's *Ex Parte* Motion.

THIS COURT HEREBY FINDS that it has personal jurisdiction over the Defendants since the Defendants directly target their business activities toward consumers in the United States, including Illinois. In this case, Plaintiff has presented screenshot evidence that each Defendant is reaching out to do business with Illinois residents by operating one or more commercial, interactive Internet Stores (collectively referred to as "Defendant Internet Stores" or "Seller Aliases") through which Illinois residents can and do purchase products using counterfeit versions of Plaintiffs' Trademarks and Copyrights (respectively, the "Aqua Globes Trademarks" and "Aqua Globes

Copyrights”). See Docket No. 29, Exhibit 3 to the Declaration in Support of the Motion for Temporary Restraining Order.

THIS COURT FURTHER FINDS that injunctive relief previously granted in the Temporary Restraining Order (“TRO”) should remain in place through the pendency of this litigation and that issuing this Preliminary Injunction is warranted under Federal Rule of Civil Procedure 65. Evidence submitted in support of this Motion and in support of Plaintiff’s previously granted Motion for a Temporary Restraining Order establishes that AMG has a likelihood of success on the merits; that no remedy at law exists; and that AMG will suffer irreparable harm if the injunction is not granted.

Specifically, AMG has proved a *prima facie* case of trademark infringement because: (1) the Aqua Globes Trademarks are distinctive marks registered with the U.S. Patent and Trademark Office on the Principal Register; (2) Plaintiff’s federally registered trademarks are valid and in full force and effect; (3) Defendants are not licensed or authorized to use the Aqua Globes Trademarks; and, (4) Defendants’ use of the Aqua Globes Trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendants’ products with AMG. Additionally, AMG has proved a *prima facie* case of copyright infringement because: (1) AMG is the owner of the federally registered copyrights; and (2) Defendants have copied constituent elements of the copyrighted images in connection with the offer for sale and/or sale of infringing products. Furthermore, Defendants’ continued unauthorized use of the Aqua Globes Trademarks and Copyrights irreparably harms AMG through diminished goodwill and brand confidence, damage to Plaintiff’s reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage; and, therefore, AMG has an inadequate remedy at law. Moreover, the

public interest is served by entry of this Preliminary Injunction to dispel the public confusion created by Defendants' actions.

Accordingly, this Court orders that:

1. Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under, or in active concert with them be temporarily enjoined and restrained from:
 - a. using Plaintiff's Aqua Globes Trademarks, Copyrights and/or any reproductions, counterfeit copies or colorable imitations thereof, in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine AMG product or not authorized by AMG to be sold in connection with Plaintiff's Aqua Globes Trademarks and/or Copyrights;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine AMG product or any other product produced by AMG, that is not Plaintiff's nor produced under the authorization, control or supervision of AMG nor approved by AMG for sale under Plaintiff's Aqua Globes Trademarks and/or Copyrights;
 - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of AMG, or are sponsored by, approved by, or otherwise connected with AMG;
 - d. shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for AMG, nor authorized by AMG to be sold or offered for sale, and which bear any of Plaintiff's Aqua Globes Trademarks, Copyrights, and/or any reproductions, counterfeit copies, or colorable imitations thereof; and

e. using, linking to, transferring, selling, or exercising control over the Defendant Internet Stores or any other domain name or online marketplace account to sell Counterfeit Aqua Globes Products.

2. Those in privity with Defendants and with actual notice of this Order, including any online marketplaces, including but not limited to: Alibaba Group Holding. Ltd. (“Alibaba”); AliExpress.com (“AliExpress”); and Amazon, Inc. (“Amazon”) (collectively, the “Online Marketplaces”), social media platforms, Facebook, YouTube, LinkedIn, Twitter, and Internet search engines such as Google, Bing and Yahoo, shall within seven (7) calendar days of receipt of this Order:

- a. Disable and cease providing services for any accounts through which Defendants engage in the sale of counterfeit and infringing goods using the Aqua Globes Trademarks and/or Copyrights, including any accounts associated with the Defendants;
- b. Disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of counterfeit and infringing goods using the Aqua Globes Trademarks and/or Copyrights; and
- c. Take all steps necessary to prevent links to the Defendant Internet Stores, identified on the Schedule A, from displaying in search results related to Aqua Globes.

3. Defendants and any third party with actual notice of this Order who is providing services for any of the Defendants, or in connection with any of Defendants’ websites at the online marketplace accounts or other websites operated by Defendants, including, without limitation, the Online Marketplaces, Payment Processors (as defined *infra*), advertisers, Facebook, Internet Service Providers (“ISP”), web hosts, back-end service providers, web designers, sponsored search engine or ad-word providers, banks, merchant account providers, distributors, shippers, and

associated domain name registrars (collectively, the “Third Party Providers”) shall, within seven (7) calendar days after receipt of such notice, provide to AMG expedited discovery, limited to documents and records in such person’s or entity’s possession or control sufficient to disclose:

- a. The identities and locations of Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including all known contact information;
- b. The nature of Defendants’ operations and all associated sales and financial information, including, without limitation, identifying information associated with the online marketplace accounts, the Defendants’ other Seller Aliases and/or websites, and Defendants’ financial accounts, as well as providing a full accounting of Defendants’ sales and listing history related to their respective Defendant Internet Stores and other Defendant websites;
- c. Defendants’ websites and/or any online marketplace accounts;
- d. Any domain name registered by Defendants; and
- e. Any financial accounts owned or controlled by Defendants, including their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, Payment Processors or other financial institutions, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

4. The Online Marketplaces and all other e-commerce platforms in privity with Defendants, and their respective related companies and affiliates, shall within seven (7) calendar days of receipt of this Order:

- a. Identify and restrain funds that are traceable to the proceeds of sales of products using the Aqua Globes Trademarks or Copyrights;
- b. Provide Plaintiff's counsel with data sufficient to provide (i) an accounting of the total funds restrained and the identification of the financial account(s) which the restrained funds are related to, and (ii) the account transactions related to all funds transmitted into the financial account(s) which have been restrained. Such restraining of the funds and the disclosure of the related financial institution account information shall be made without notice to the account owners until after those accounts are restrained; and,
- c. Prevent the transfer or surrender of any and all funds restrained by this Order for any purpose (other than pursuant to a chargeback made pursuant to the Online Marketplace's security interest in the funds) without the express authorization of this Court.

5. The Payment Processors, including but not limited to: PayPal, Inc. ("PayPal"); Payoneer, Inc. ("Payoneer"), Stripe, Inc. ("Stripe"), Amazon Payments, Inc. ("Amazon"), and Alipay US, Inc. ("Alipay") (collectively referred to herein as "Payment Processors") and any banks, savings and loan associations, third party payment processors, or other financial institutions, and the Online Marketplaces, for any Defendant or any of Defendants' online marketplace accounts or websites, shall within seven (7) calendar days of receipt of this Order:

- a. Locate all accounts and funds connected to Defendants, Defendants' online marketplace accounts or Defendants' websites, including, but not limited to, any accounts connected to the information listed in Schedule A and the email addresses associated with the Defendants that are identified by either Defendants or third parties; and,
- b. Restrain and enjoin funds that are traceable to the proceeds of sales of products using the Aqua Globes Trademarks or Copyrights until further ordered by this Court.

6. AMG may provide notice of these proceedings to Defendants, including notice of the preliminary injunction hearing and service of process pursuant to Fed.R.Civ.P. 4(f)(3), by electronically publishing a link to the Complaint, this Order and other relevant documents on a website, and/or by sending an email to the email addresses provided for Defendants by third parties that includes a link to said website. The Clerk of Court is directed to issue a single original summons in the name of “Baoying Meilida Christmas Glass Crafts Factory and all other Defendants identified on Schedule A to the Complaint” that shall apply to all Defendants. The combination of providing notice via electronic publication or email, along with any notice that Defendants receive from domain name registrars and payment processors, shall constitute notice reasonably calculated under all circumstances to apprise Defendants of the pendency of the action and afford them the opportunity to present their objections.

7. The Clerk of Court is directed to unseal any pleadings that were previously under seal.

8. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order on three (3) days' notice to AMG or on shorter notice as set by this Court.

9. The fifty thousand dollars (\$50,000) surety bond posted by AMG shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.

Dated: October 22, 2024



U.S. District Court Judge Manish S. Shah

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MAGISTRATE JUDGE JEFFREY T. GILBERT

SCHEDULE A TO THE COMPLAINT

NO.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
1	Baoying Meilida Christmas Glass Crafts Factory	bymld.en.alibaba.com
2	Qingdao Century View Industry Co., Ltd.	centuryview.en.alibaba.com
3	Yancheng Jingxin Glassware Co., Ltd.	cnglasswares.en.alibaba.com
4	Ningbo Zonglv Import & Export Co., Ltd.	co-winwe.en.alibaba.com
5	Changzhou Hantechn Imp.& Exp. Co., Ltd.	hantechn01.en.alibaba.com
6	Henan Supengzhe Import And Export Co., Ltd.	hnzpz.en.alibaba.com
7	Xuzhou Inge Glass Co., Ltd.	ingegeglass.en.alibaba.com
8	Chengdu Jiadiman International Trading Co., Ltd.	jiadiman.en.alibaba.com
9	Zibo Lianghua Glass Products Co., Ltd.	lhglassware.en.alibaba.com
10	Qixian Elegant Glassware Co., Ltd.	meizhiliglass.en.alibaba.com
11	Shenzhen Winking Technology Co., Limited	sz-winking.en.alibaba.com
12	Shenzhen Magic Technology Co., Ltd.	szmanli.en.alibaba.com
13	Zhuhai Times Creative Co.,Ltd	tckitchenware.en.alibaba.com
14	Ningbo Topfeng Houseware Co., Ltd.	topfeng.en.alibaba.com
15	Shanxi XC Glassware Co., Ltd.	xcglassware.en.alibaba.com
16	Xuzhou Futing Packaging Materials Co., Ltd.	xzfuting.en.alibaba.com
17	Haining Yuncheng Gardening Co., Ltd.	yunchenggardening.en.alibaba.com
18	Yangzhou Allan Handicraft Factory	yzrongsheng.en.alibaba.com
19	ehome Store	aliexpress.com/store/1101217984

NO.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
20	LAIDEYI-Dropshipping Store	aliexpress.com/store/1101224273
21	Shop3033016 Store	aliexpress.com/store/1101257114
22	eHouseholds Supplies Living Hall Store	aliexpress.com/store/1101257228
23	No desire Store	aliexpress.com/store/1101356224
24	Happines_House Store	aliexpress.com/store/1101418900
25	Yi Dai Store	aliexpress.com/store/1101582652
26	Neuf fois Store	aliexpress.com/store/1101740339
27	MixDecor Store	aliexpress.com/store/1101770395
28	xobw Kitchen Bathroom Accessories Store	aliexpress.com/store/1101784189
29	House Decor1542433688 Store	aliexpress.com/store/1101918562
30	New Yi Lu Store	aliexpress.com/store/1101956300
31	Practical Items Store	aliexpress.com/store/1101961487
32	X&Q Store	aliexpress.com/store/1103267219
33	Emma Sky	aliexpress.com/store/1103276189
34	Shop1103401413 Store	aliexpress.com/store/1103397424
35	Shop3582010 Store	aliexpress.com/store/1101277127
36	LuckyCoast	amazon.com/sp?seller=A10S9HX99D7AUM
37	MaXueJunUS	amazon.com/sp?seller=A167ZK0QHIV0V7
38	fullsupply	amazon.com/sp?seller=A18WPYVAJ8026F
39	JiNanLiXue	amazon.com/sp?seller=A18Y3ZMNRXOSX9
40	VerryGood Merchant	amazon.com/sp?seller=A19M6T28YT9DWT
41	Uneel	amazon.com/sp?seller=A1AWY0WATEC1UU
42	Bghxs	amazon.com/sp?seller=A1BBY5P9I6EX3Y
43	bonanzas	amazon.com/sp?seller=A1BDLI0L7B2TPR
44	CTTPEG-com	amazon.com/sp?seller=A1C2N0G2TUFICW
45	vertanle	amazon.com/sp?seller=A1CB3N27JYWG4P
46	Hofumix Direct	amazon.com/sp?seller=A1HS99SO8VS8U5
47	DEAYOU	amazon.com/sp?seller=A1J2SIAD60990L
48	HAIKOULiChengKun	amazon.com/sp?seller=A1JEYS3WCSQ0IJ
49	Rui Mi Electronics	amazon.com/sp?seller=A1N47RJUUMDZNK
50	tegongse	amazon.com/sp?seller=A1RA54VOR7G4MV
51	shen zhen shi xin zhi jia mao yi you xian gong si	amazon.com/sp?seller=A1RSLHC3EF9X2D
52	Beautiful hut	amazon.com/sp?seller=A1SBMTCRPPGC78
53	Good Mind Solutions	amazon.com/sp?seller=A1VCITEMJFX96S
54	Engsuyit	amazon.com/sp?seller=A21SZT2W8QEIDF

NO.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
55	EnMercyStoreUS	amazon.com/sp?seller=A26TQNAG8YQ7Q3
56	YR Supreme	amazon.com/sp?seller=A276AFZTDQSLN5
57	lance005	amazon.com/sp?seller=A279LJWFSQZ6SM
58	BELUPAI®	amazon.com/sp?seller=A29ICQKOOF0KOH
59	SMEX	amazon.com/sp?seller=A29WC97OHYO8MF
60	Farmer brother	amazon.com/sp?seller=A2EXP2175OP2UX
61	Tangchao-US	amazon.com/sp?seller=A2F4PSFXEXY94B
62	HAYAN STORE	amazon.com/sp?seller=A2JMM2MHWX0F67
63	Kitchen Facility	amazon.com/sp?seller=A2L0W9AUVG5ET2
64	Klhamky life	amazon.com/sp?seller=A2QON58YE4INX
65	chuntuguan Trading	amazon.com/sp?seller=A2QZCMMSGIJ1ZGZ
66	CestMall	amazon.com/sp?seller=A2SMYJEPX4JP97
67	Sunstorey	amazon.com/sp?seller=A32SI8OM2SS7L1
68	IdealForYouStoreDirectUS	amazon.com/sp?seller=A368HJM1NEIOAT
69	Fa-DCL	amazon.com/sp?seller=A3AP3QKZNG2QWF
70	CaoShuoUS	amazon.com/sp?seller=A3E7RSR6XFMH7V
71	MEINUO	amazon.com/sp?seller=A3IQFKQDRAVLOO
72	Veurshop	amazon.com/sp?seller=A3O2LOC7BS5OB0
73	BOPEY Direct	amazon.com/sp?seller=A3TL0WI6ROXNU
74	Aceliky	amazon.com/sp?seller=AG1JS84XZG9KX
75	nice morning	amazon.com/sp?seller=AHML258UXV7V
76	huanlan store	amazon.com/sp?seller=AP15OFXDX6UT3
77	ZMTT	amazon.com/sp?seller=AW9M5NEFODP0J